

Exhibit A

Legal Description of the Real Property

That portion of the Real Property to the North of Hesper Road:

Lot 3A of Amended Plat of Long Subdivision located in the S1/2 of Section 15,
Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

That portion of the Real Property to the South of Hesper Road:

Parcel 1 of Certificate of Survey No. 3733 located in the N1/2 of Section 22,
Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

Exhibit B

Legal Description of the Knife River Property

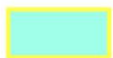
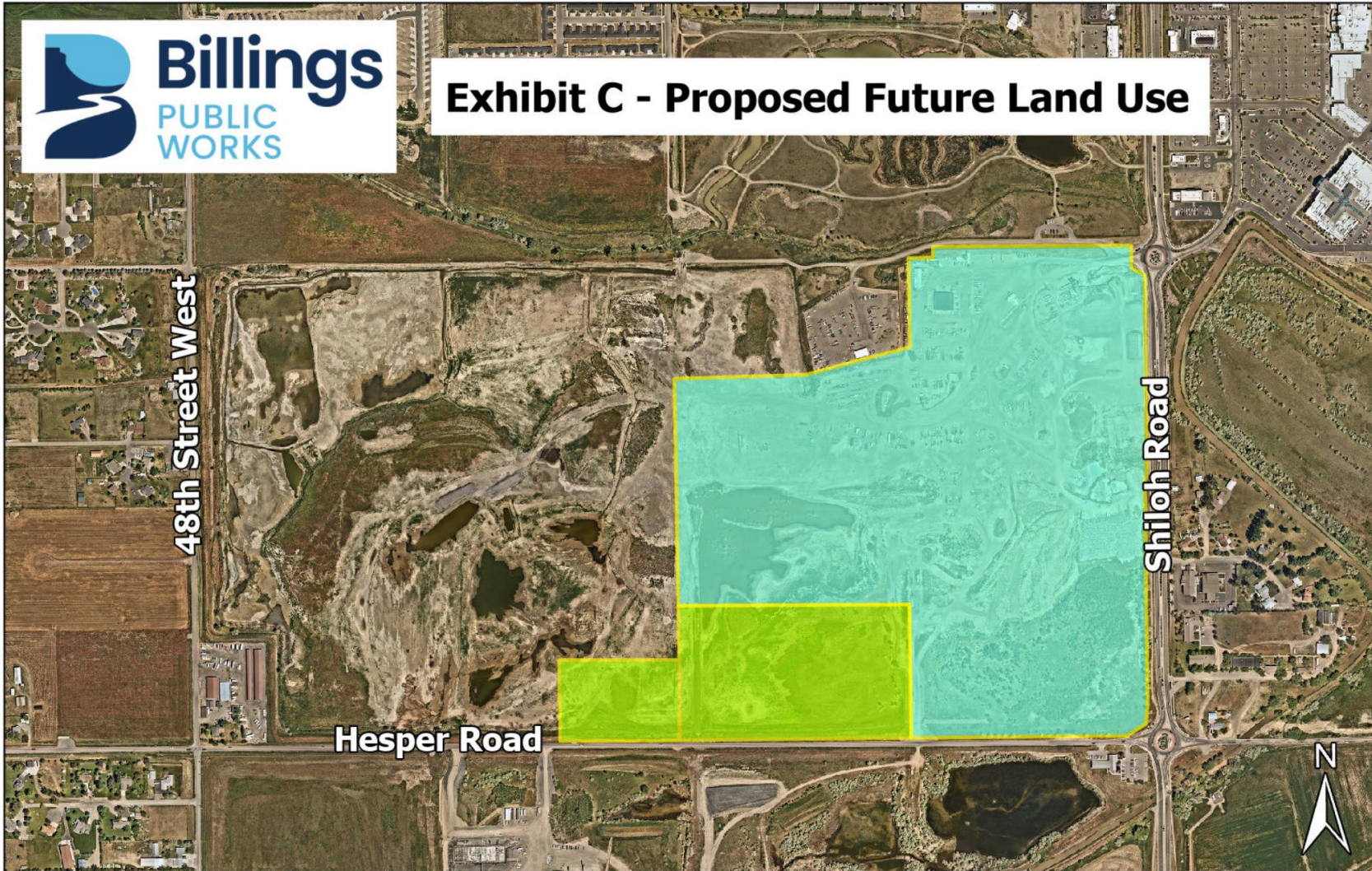
Lot 1, Lot 2 and Lot 4A of Long Subdivision

Exhibit C

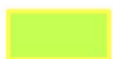
Zoning Designation Map for Knife River Property



Exhibit C - Proposed Future Land Use



Urban Node: NX2, NX3, NMU, CMU1, CMU2



Commercial Mixed: NX2, NX3, CMU2, CX, C3 (County)

Exhibit D

List of Waived Fees

Water and sewer fees related to the connection to the city's system. This includes the two water connections and three sewer connections described in Section 3 of this agreement.

Fees for these connections include:

Physical construction costs for the connections

Reimbursement fees for the water and sewer mains that are existing along the frontages of the KR property.

Private contract fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.

Right of way fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.

SDF fees for all buildings will be paid by owner or builder or representative at time of building permit for water and wastewater service to buildings.

Exhibit E

WER Contract Documents

See attached WER Contract Documents:

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings
- Addendum #1

Exhibit F

Real Property Project Design Depiction

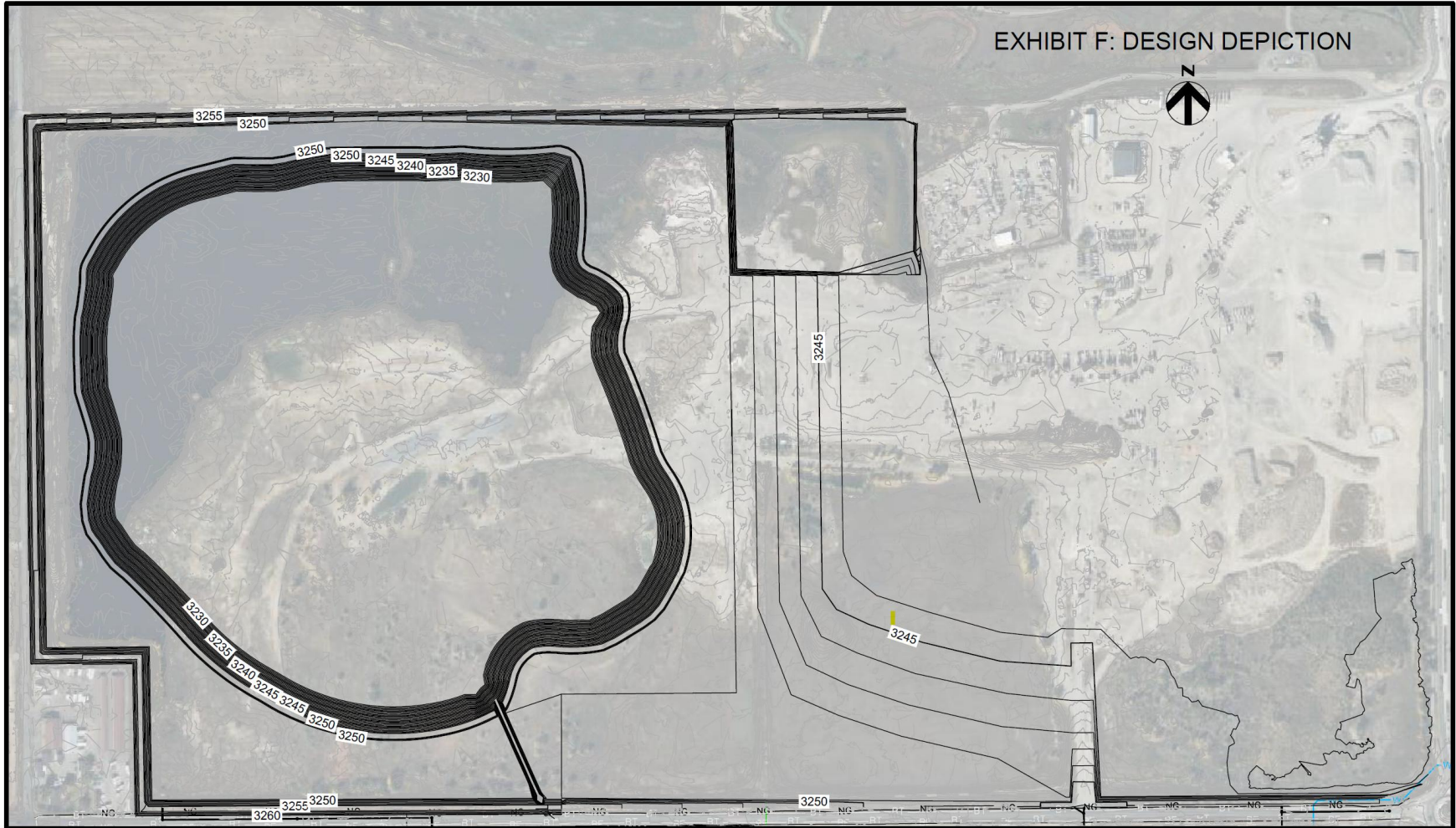


Exhibit G

Default Location to Dump Fill Material



EXHIBIT G

Default Location to Dump Fill Material

Exhibit H

Insurance Requirements

Insurance. City and its contractor(s) and agents(s) (collectively referred to herein as "Contractor" for purposes of these insurance requirements and this Exhibit H) shall obtain, at its own expense, from reliable insurance carriers satisfactory to the Knife River ("Owner") and authorized to do business in the state where the work for the WER Contract ("Work") is to be performed, the following applicable insurance policies indicated below, with limits not less than those specified:

1. Worker's Compensation insurance complying with the law of the state(s) in which any work under this Mutual Release and Settlement Agreement is to be performed, whether or not required by such laws to maintain such insurance.
 - If a State Fund is to evidence the Workers' Compensation coverage, an endorsement or policy providing stop gap coverage in place of Employer's Liability is acceptable.
 - No waivers of workers compensation insurance by independent contractors will be accepted.
2. Commercial General Liability insurance with a combined single limit for bodily injury and property damage of \$1,500,000 each occurrence and general products liability aggregate of \$2,000,000 each, or established statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, covering all obligations or operations to be performed under this Mutual Release and Settlement Agreement. Policy shall include two years completed operations coverage, no modifications that reduce the standard coverage provided under a commercial liability form, and delete railroad exclusions from contractual section or definition section of insured contract.
3. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,500,000 each occurrence or established statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, to include coverage for all owned, non-owned, and hired vehicles.
4. If applicable, Contractor's Pollution Liability insurance, \$1,500,000 each occurrence. This policy shall protect against the actual or alleged liability and costs arising from the sudden and accidental release of pollutants or hazardous materials arising from the Contractor's Work.
5. Commercial Umbrella Liability/Excess Liability insurance providing coverage in excess of the limits specified above (except Workers Compensation) with limits of

not less than \$5,000,000 per occurrence. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

General Insurance Provisions.

1. Any and all deductibles/self-insured retentions in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor.
2. Any insurance on a "claims made" basis shall provide at least a one year extended reporting period if coverage is cancelled or non-renewed following termination of the WER Contract.
3. The "explosion," "collapse," and "underground" exclusions shall be removed from the liability insurance policies.
4. Cancellation of policies providing coverage herein, as it affects the interest of the Owner, shall be effective only after written notice is received by the Owner thirty (30) days in advance of any such cancellation, except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to said Owner.
5. Upon execution of the WER Contract and prior to commencing Work, the Contractor shall deliver to the Owner certificates in a form satisfactory evidencing the existence of insurance as provided for above and, except with regard to Worker's Compensation and Professional Liability Insurance, naming the Owner as an additional insured. Contractor will resubmit updated certificates prior to the expiration date of any required insurance.
6. All of the above-described insurance policies, together with all other insurance policies now owned or purchased hereunder, shall contain provisions that the insurance carriers will have no right of recovery or subrogation against Owner or any of its subsidiaries or affiliated companies and Contractor does hereby waive its right of recovery against Owner where allowed by law. If the City performs the work without use of a contractor, this provision is waived. (Per section n17.13 of the Liability Memorandum of Coverage a Covered Party (city) shall do nothing to prejudice the Authority's rights of recovery).
7. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any such insurance carrier providing insurance, or failure of any such insurance carrier to pay claims occurring, shall not be held to waive any of the provisions hereof.
8. Further, compliance by the Contractor with the insurance requirements set forth herein shall not relieve the Contractor from liability for amounts in excess of the limits of insurance. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

9. Contractor shall require all of its subcontractors to fully comply with these insurance provisions, name the Owner as an additional insured, and all to be endorsed with a waiver of subrogation in favor of Owner.
10. Owner shall not insure nor be responsible for any loss or damage to equipment or property of any kind owned or leased by the Contractor or its subcontractors, employees, servants, or agents.

Exhibit I
KR DEQ SWPPP Permit



Montana Department
of Environmental Quality

March 27, 2023

David Resch
JTL GROUP INC
PO BOX 80066
Billings, MT 59108

RE: Authorization MTR000424 under the Montana Pollutant Discharge Elimination System (MPDES)
Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP)

Dear David Resch:

JTL GROUP INC is authorized at HESPER NORTH PIT, MTR000424, by the Montana Department of Environmental Quality (DEQ) to discharge under the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity at the discharge location (Outfalls) listed below.

Outfall	Location Latitude, Longitude	State Water Body	Facility Subsector	Benchmark Monitoring Required	Indicator Monitoring Required
001	45.7476700,- 108.617940	HOGANS SLOUGH: HOGANS SLOUGH	E2	Yes	No
002	45.7477239,- 108.622760	HOGANS SLOUGH: Hogans Slough	E2	Yes	No

Please read the MSGP to ensure you understand how to comply with the conditions. Keep a copy of this authorization letter, the facility's Storm Water Pollution Prevention Plan (SWPPP), and a copy of the 2022-issued MSGP on site at all times. Coverage under the MSGP remains in effect until the expiration on **January 31, 2028**, or the owner/operator submits a Notice of Termination (NOT). Annual fees continue to accrue until DEQ receives a NOT and annual fees are invoiced to the owner/operator in arrears. Permittees must submit DMRs electronically via NetDMR at https://usepa.servicenow.com/oeca_icis?id=netdmr_homepage please contact Gina Self at (406) 444-5388 if you need assistance.

Thank you for your efforts in protecting Montana state waters. If you have any questions or concerns, please contact the Water Protection Bureau at (406) 444-5546 as soon as possible.

Sincerely,

Eric Siverson, Acting Bureau Chief
Water Protection Bureau

Exhibit J
Stormwater Facility Location

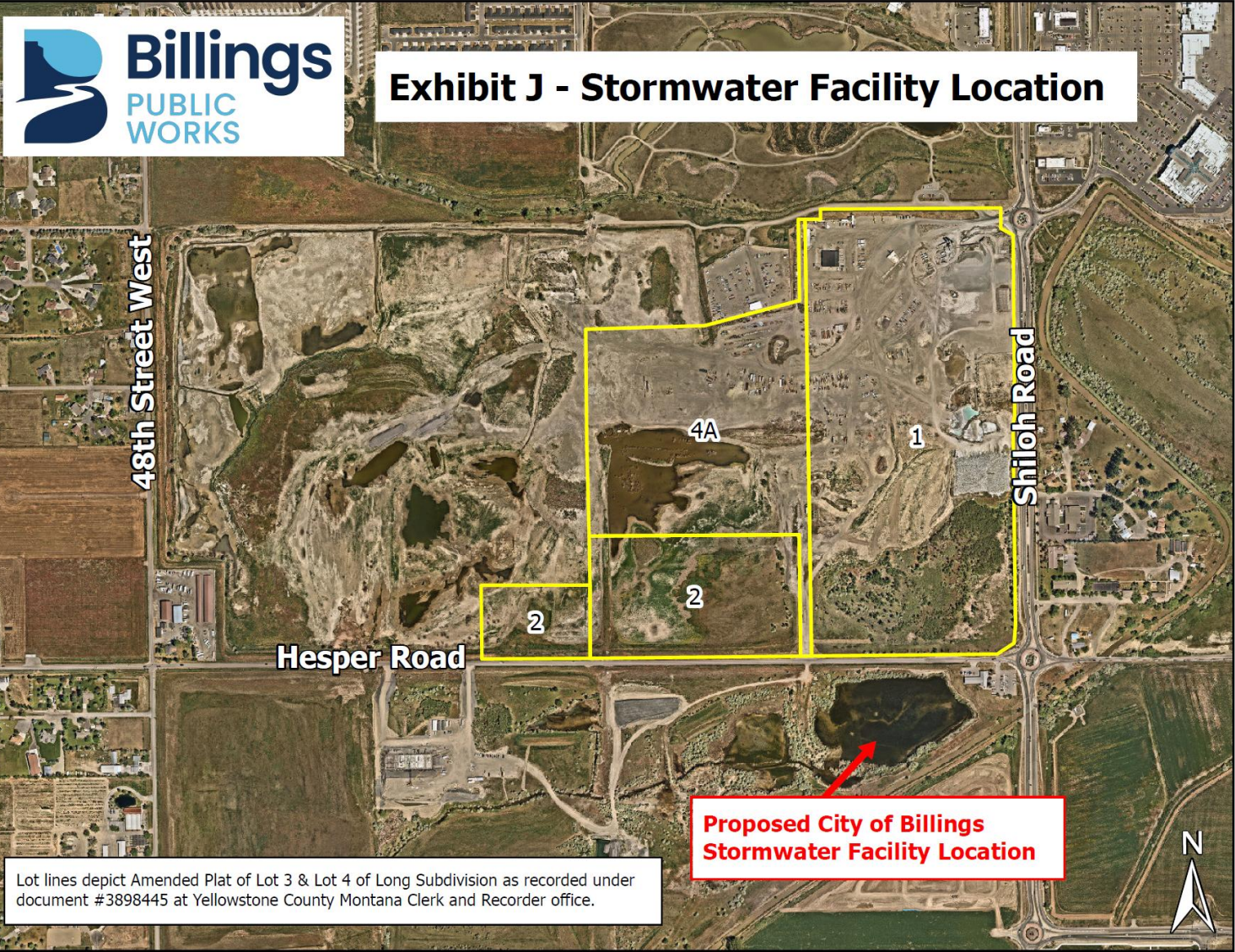


Exhibit K
Drainage and Improvement Provisions of SWMM and BMCC

Exhibit L

As-Is and Release Provisions

10. As-Is; Acceptance of Property. CITY AND KNIFE RIVER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, CITY'S PURCHASE OF THE PROPERTY AND ANY OTHER RIGHTS AND INTERESTS TO BE CONVEYED, SOLD, TRANSFERRED AND/OR ASSIGNED PURSUANT TO THIS AGREEMENT SHALL BE ON AN "AS IS" "WHERE IS" BASIS AND CONDITION WITH ALL FAULTS, AND CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR AS TO THE PHYSICAL MEASUREMENTS OR USABLE SPACE OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE EXPENSES OR OPERATIONS OF THE PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE REAL PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (H) THE EXISTENCE OR NONEXISTENCE OF ANY LATENT OR PATENT DEFECTS WITH RESPECT TO THE REAL PROPERTY, (I) THE EXISTENCE OR NONEXISTENCE OR DISPOSAL OF HAZARDOUS SUBSTANCES OR POLLUTANTS AT, IN, ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY "HAZARDOUS SUBSTANCES" AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATIONS AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER (COLLECTIVELY, "CERCLA") AND ANY "SOLID WASTE" AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 26 I, (J) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION CERCLA ("ENVIRONMENTAL LAWS"), (K) TITLE TO THE REAL PROPERTY OR THE ASSIGNABILITY, ASSUMABILITY, TRANSFERABILITY OR VALIDITY OF ANY CONTRACTS, AGREEMENTS, FRANCHISES, LICENSES, PERMITS, GOVERNMENT APPROVALS, WARRANTIES OR GUARANTIES RELATING TO THE REAL PROPERTY OR THE USE AND OPERATION THEREOF; (L) COMPLIANCE OR NONCOMPLIANCE

WITH LOCAL, STATE OR FEDERAL STATUTES, ORDINANCES, ORDERS, OR REGULATIONS CONCERNING THE REAL PROPERTY OR THE USE THEREOF; (M) PRIOR OR CURRENT OPERATIONS CONDUCTED ON THE REAL PROPERTY, OR (N) ANY OTHER MATTER OR THING WITH RESPECT TO, AFFECTING OR RELATING TO THE REAL PROPERTY. CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, KNIFE RIVER IS NOT AND SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATIONS THEREOF, FURNISHED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON.

11. Release. CITY HEREBY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AS OF AND AFTER THE CLOSING OF THE PURCHASE AGREEMENT, AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER AND EACH OF ITS DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, ATTORNEYS, AFFILIATES AND RELATED ENTITIES, HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") SHALL BE, AND ARE HEREBY, FULLY AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITIES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITIES, LOSSES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, DAMAGES (OF ANY NATURE WHATSOEVER), CAUSES OF ACTION, COSTS, PENALTIES, FINES, JUDGMENTS, REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES AND COSTS AND EXPERTS' FEES (COLLECTIVELY, THE "CLAIMS") WITH RESPECT TO ANY AND ALL CLAIMS, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE REAL PROPERTY OR THE PHYSICAL, ENVIRONMENTAL AND STRUCTURAL CONDITION OF THE REAL PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR COST RECOVERY UNDER CERCLA OR ANY OTHER CLAIMS UNDER ANY ENVIRONMENTAL LAWS, AND ANY CLAIM OR MATTER (REGARDLESS OF WHEN IT FIRST APPEARED) RELATING TO OR ARISING FROM (I) ANY VIOLATION, NONCOMPLIANCE OR OBLIGATION TO COMPLY WITH ENVIRONMENTAL LAWS, THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, OR THE USE, PRESENCE, STORAGE, RELEASE, DISCHARGE, OR MIGRATION OF HAZARDOUS MATERIALS ON, IN, UNDER OR AROUND THE REAL PROPERTY REGARDLESS OF WHEN SUCH HAZARDOUS MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY, (II) ANY PATENT OR LATENT DEFECTS OR DEFICIENCIES WITH RESPECT TO THE REAL PROPERTY WHICH ARE UNKNOWN TO KNIFE RIVER, (III) ANY AND ALL

MATTERS RELATED TO THE REAL PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, THE CONDITION AND/OR OPERATION OF THE REAL PROPERTY AND EACH PART THEREOF, AND (IV) THE PRESENCE, RELEASE AND/OR REMEDIATION OF ASBESTOS AND ASBESTOS CONTAINING MATERIALS IN, ON OR ABOUT THE REAL PROPERTY REGARDLESS OF WHEN SUCH ASBESTOS AND ASBESTOS CONTAINING MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY. CITY HEREBY WAIVES AND AGREES NOT TO COMMENCE ANY ACTION, LEGAL PROCEEDING, CAUSE OF ACTION OR SUITS IN LAW OR EQUITY, OF WHATEVER KIND OR NATURE, DIRECTLY OR INDIRECTLY, AGAINST THE RELEASEES OR THEIR AGENTS IN CONNECTION WITH CLAIMS DESCRIBED ABOVE. THE RELEASE PROVIDED IN THIS SECTION SHALL SPECIFICALLY APPLY WHETHER OR NOT ANY OF THE FOREGOING IS ATTRIBUTABLE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF KNIFE RIVER OR ANY OTHER RELEASEE.